IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO. 924 OF 2003

IN

SUM. SUIT NO. 2363 OF 2003

Raymond Limited .. Plaintiff

vs.

H.V. Doshi & Brothers

Private Limited .. Defendants.

Mr. Milind Vasudeo i/by Rajani Associates

for the plaintiff.

Mr. Subodh Joshi i/by Rajendra Mehta

for defendants.

CORAM : S.U. KAMDAR, J.

DATE : 16th August, 2005.

P.C.

. The suit is based on an agreement for appointment as a clearing and forwarding agent. Admittedly, the said agreement does not provide for any liquidated dues payable. However, reliance has been placed by the learned counsel for the plaintiff that there is a balance confirmation being Exhibit "C" to the plaint. It is now well settled that mere

confirmation of liability would not permit a suit to be maintained under Order 37 rule 2 unless the agreement itself provides for a liquidated sum as due and payable. Accordingly, liberty to the plaintiff for taking out appropriate proceedings as may be available in law. In the present case, unconditional leave to defend is granted.